

**AMENDED LICENSE AGREEMENT FOR THE USE OF VILLAGE RIGHTS-OF-WAY
BETWEEN WIDE OPEN WEST ILLINOIS, LLC AND THE VILLAGE OF
WESTMONT**

THIS AMENDED LICENSE AGREEMENT ("Amended License Agreement") is made and effective on the ____ day of November, 2016 ("Effective Date"), by and between the Village of Westmont, an Illinois municipal corporation ("Licensor") and Wide Open West Illinois, LLC, a Delaware limited liability company ("Licensee").

WHEREAS, the Licensor is the exclusive owner of certain public rights-of-way, and has enacted ordinances governing the rights and responsibilities of third parties to construct and operate facilities within said rights-of-ways; and

WHEREAS, the Licensee holds Illinois State-wide cable franchise authority and operates a cable system as set forth in 47 U.S.C. §522 of the Cable Communications Policy Act of 1984, as amended from time to time, throughout part of the State of Illinois; and

WHEREAS, Licensor and Licensee are parties to an existing License Agreement dated June ____, 2014 in which Licensor granted a license to Licensee to install and maintain a cable fiber connection between two cell towers for the benefit of Licensee and Verizon Wireless within certain identified portions of Licensor's rights-of-way; and

WHEREAS, Licensor and Licensee subsequently entered into a First Amendment to said License Agreement dated _____ which allowed additional, similar work in Licensor's rights-of-way; and

WHEREAS, in both the License Agreement and the First Amendment thereto, the Licensor charged an annual license fee to Licensee equal to ten percent (10%) of the estimated costs of construction of Licensee's improvements within Licensor's rights-of-way; and

WHEREAS, rather than requiring Licensor's elected officials to approve subsequent amendments to the License Agreement each time that new improvements are proposed by Licensee within Licensor's right-of-way, the Parties hereto desire to approve this Amended License Agreement which will provide for administrative approval by Licensor's staff of such future requests for a fixed license fee as set forth herein; and

WHEREAS, the Parties agree that this Amended License Agreement will provide for a more efficient approval process which will benefit both parties, while preserving the license fee structure of the original License Agreement; and

WHEREAS, it is the intention of the Parties that this Amended License Agreement will replace the existing License Agreement in its entirety, except that previous approvals, permits and obligations thereunder shall remain in full force and effect; and

WHEREAS, Licensee is not delivering cable service to residents of the Licensor, and instead is serving as a contractor for the benefit of various wireless telecommunications providers.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follows:

1. Recitals. The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

2. Grant of Authority. Licensor hereby grants a non-exclusive license ("License") to Licensee to allow Licensee to construct, use, operate, own and maintain fiber optic and coaxial cable line improvements within Licensor's public rights-of-way, subject to Licensee's compliance with all local, State and Federal laws. In each instance where Licensee proposes to install fiber optic and/or coaxial cable line and/or other related improvements within Licensor's public rights-of-way, Licensee shall submit to Licensor an application for a permit together with complete engineering plans of the proposed work and an engineer's estimate of proposed costs for the work. Licensor's staff shall review each such proposal for work to determine whether the proposed work (a) complies with all Village codes and ordinances, (b) is compatible with and will not unreasonably disrupt or interfere with existing improvements and utilities within the public rights-of-way, and (c) complies with all other local, State and Federal laws.

Upon such administrative approval by Licensor's staff, Licensor shall issue the appropriate permits to Licensee for the work, subject to payment of the annual License Fee by Licensee set forth herein. In the event that Licensee does not receive administrative approval by Licensor's staff for proposed work, Licensee (as a prerequisite to any legal action) shall appeal such decision to the Licensor's Village Board of Trustees. Upon receipt of such an appeal, the Licensor's Village Board of Trustees shall promptly conduct a hearing at which both Licensee and Licensor's staff may present evidence in support of their respective positions, and the Licensor's Village Board of Trustees shall vote whether to approve or disapprove of Licensee's request for the proposed improvements and permits. The vote of Licensor's Village Board of Trustees shall constitute a final administrative decision, unless provided otherwise by law.

3. Term; Termination. The Amended License Agreement shall have an initial term of ten (10) years from the Effective Date of this Amended License Agreement (the "Term"). This Agreement may be terminated by Licensee at any time during the Term, and for any reason, by the giving of thirty (30) days advance written notice to Licensor of its intention to terminate. This Amended License Agreement may be terminated by Licensor only for the following reasons:

- A. A material violation of the terms of this Amended License Agreement where Licensee fails to cure such material violation within thirty (30) days after receipt of written notice by Licensor which identifies the violation.

- B. The material failure of Licensee to comply with all applicable local, State and Federal laws, rules and regulations in any way governing or applying to Licensee's improvements within the public rights-of-way.
- C. A material misrepresentation or fraudulent statement in Licensee's permitting materials related to Licensee's improvements within the public rights-of-way.
- D. Construction of improvements within the public rights-of-way contrary to the plans and specifications approved by the Licensors, unless any such deficiency is cured by Licensee within thirty (30) days after receipt of written notice by Licensors which identifies the deficiency.
- E. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- F. The Licensee transfers this License without Village approval as required herein.
- G. The Licensee ceases its business operations, or otherwise abandons the improvements licensed hereunder, unless such abandonment is temporary due to events beyond the reasonable control of Licensee.

Upon the termination of this Amended License Agreement, whether by either party and for whatever reason, Licensee shall remove Licensee's improvements from Licensors' rights-of-way within thirty (30) days of such termination, and shall perform all restoration work to the rights-of-way as required by Village ordinances.

4. Authority Not Exclusive. This License and the grant of authority conferred in Section 2 above are non-exclusive. The Licensee shall respect the rights and property of Licensors and other authorized users of streets, sidewalks, easements, power poles, street light poles, vaults, conduits and rights-of-way, and adjacent property owners.

5. License Fee. From and after the Effective Date of this Amended License Agreement, Licensee shall pay to Licensors the following License Fee, on an annual basis, as consideration for the use of Licensors' rights-of-way:

- A. 10% of the estimated costs of construction of Licensee's proposed improvements within Licensors' rights-of-way. The License Fee for the first year for any new proposed improvements shall be payable as a condition of the issuance of permits by Licensors to Licensee for the proposed improvements, and shall thereafter be paid annually on or before the anniversary date of this initial payment.

6. Permits; Compliance with Licensor's Laws. Licensee shall obtain all necessary and required permits from Licensor for its proposed improvements, and shall pay all required permit fees and other required fees to Licensor for its proposed improvements. Licensee shall obtain such permits prior to performing any work on its improvements within Licensor's rights-of-way. Licensee shall post such necessary bonds, letters of credit or other security for its work within Licensor's rights-of-ways as required by Licensor's ordinances. Licensee shall comply with all ordinances, regulations, rules and codes of Licensor when performing work pursuant to this License, including but not limited to Chapter 82 of the Licensor's Code of Ordinances, "Utilities," Article VIII, "Construction of Utility Facilities in the Rights-of-Way." Any permit fees or other fees, bonds and insurance payable or required under Licensor's ordinances shall be in addition to the License Fee required above.

In the event of a conflict between the requirements and conditions of any applicable Licensor ordinance, regulation, rule and code and the requirements and conditions of this Amended License Agreement, the requirements and conditions of this Amended License Agreement shall control.

7. Insurance; Security; Indemnification. Licensee shall provide and maintain insurance, shall provide sufficient security, and shall agree to the indemnification provisions as set forth in Chapter 82, Article VIII of the Licensor's Code of Ordinances.

8. Amendments. This Amended License Agreement may be amended from time to time by the mutual agreement of the Parties. No such amendment shall be effective unless in writing and signed by all Parties hereto.

9. Severability. If any provision of this Amended License Agreement or any related agreement is held by any court or by any federal, state or county agency of competent jurisdiction to be invalid as conflicting with any federal, state or county law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, said provisions shall be considered as a separate, distinct and independent part of this or such other Agreement, and such holding shall affect the validity and enforceability of all other provisions hereof or thereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof or thereof which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on the parties thereto, provided that the Licensor shall give the Licensee sixty (60) days' written notice of such change before requiring compliance with said provision.

10. Governing Law; Venue. This Amended License Agreement shall be construed in accordance with the laws of the State of Illinois, unless specifically preempted by applicable federal laws. The venue for any dispute between the parties regarding this Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, or the United States District Court for the Northern District of Illinois.

11. Taxes. Nothing contained in this Agreement shall be construed to exempt the Licensee from any tax levy or assessment which is or may be hereafter lawfully imposed, and Licensee shall be responsible for the payment of any taxes assessed as a result of its System or operations.

12. Entire Agreement. This Amended License Agreement constitutes the entire agreement of the parties, and the parties each represent that there are no other oral understandings or other agreements other than this Amended License Agreement. However, in addition to this Amended License Agreement, it is understood that Licensee is required to comply with all federal, state and Licensor laws, regulations and ordinances, unless specifically superseded by this Amended License Agreement. This Amended License Agreement shall replace the original License Agreement in its entirety, however, previous approvals, permits and obligations pursuant to the original License Agreement (and the First Amendment thereto) shall remain valid and in full force and effect

13. Notice. All notices required or permitted to be given to either party by the other party under this Amended License Agreement shall be in writing and shall be deemed served:

- A. When delivered by hand or by express mail or by certified mail, return receipt requested, to that party's address set forth below during normal business hours; or
- B. When mailed to any other person designated by that party in writing as authorized to receive such notice, by certified mail, return receipt requested.

Notice shall be given to the following:

If to Licensor: Village of Westmont
Attention: Village Manager
31 West Quincy Street
Westmont, Illinois 60559

If to Licensee: Wide Open West
1674 Frontenac Road
Naperville, IL 60563
Attn: Kacey Polisky

[Signature Page to Follow]

IN WITNESS THEREOF, the parties have signed below, effective as of the Effective Date, by their duly authorized representatives.

LICENSOR:

VILLAGE OF WESTMONT

By: _____

Its: Village President

Attest: _____
Village Clerk

LICENSEE:

WIDE OPEN WEST ILLINOIS, LLC

By: _____

Its: _____